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2009 May 15 12:45 PM

Fee: \$ 28.00

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D209130694

4 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIRD AMENDMENT OF OIL, GAS AND MINERAL GAS LEASE

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

WHEREAS, on the 29th day of August, 2003, Mildred M. Crow, as Lessor (whether one or more), did execute and deliver to Antero Resources I, L.P. (now known as XTO Energy Inc.), as Lessee, an Oil, Gas and Mineral Lease, as evidenced by that certain Memorandum of Oil and Gas Lease dated August 29, 2003 and recorded October 10, 2003, as Document Number D203382394 and as amended by Amendment of Description of Oil, Gas and Mineral Lease dated October 17, 2005, recorded October 21, 2005, as Document Number D205315366, and as further amended by Second Amendment of Oil, Gas and Mineral Lease and Memorandum of Oil and Gas Lease dated June 26, 2007 and recorded July 3, 2007, as Document Number _____.

WHEREAS, the above referenced Oil, Gas and Mineral Lease, as amended, is subject to an unrecorded Surface Use and Damage Agreement dated February 28, 2006.

WHEREAS, it is the desire of the parties herein to further amend the Oil, Gas and Mineral Lease, as amended, as referenced above by amending Paragraph 31 of the Exhibit "A", which reads as follows, to-wit:

"The first well(s) drilled on the leased premises shall be drilled for production from the leased premises, or lands pooled therewith. Lessee may as hereinafter provided drill one additional directionally deviated well on each 3 acre drillsite, subject to the further provisions hereof. The well bore at the surface of each directionally deviated well shall at the surface be located within the 3.0 acre well drillsites, which well bores may be used to develop and produce oil, gas and other hydrocarbons underlying lands other than the leased premises, or lands pooled therewith, which lie adjacent to or near the leased premises (hereinafter referred to as off-lease wells). Lessee shall, within thirty (30) days from the date of first production from each off-lease well, convey to Lessor herein a perpetual, cost-free (except only its portion of production taxes) overriding royalty of one percent (1 %) of gross production obtained from each such well payable to Lessor (which overriding royalty shall be carved out of the leasehold estate by virtue of which such production is obtained), same to be effective from first production from the well to which such overriding royalty pertains. In addition, Lessee agrees to pay Lessor additional damages in the amount of \$5,000.00 for each off-lease well drilled by Lessee. Said overriding royalty and damages, shall be reduced in proportion as to actual ownership covered in this Lease."

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WHEREAS, it is the desire of the parties herein to amend Paragraph 31 to read as follows, to-wit:

"The first well(s) drilled on the leased premises shall be drilled for production from the leased premises, or lands pooled therewith. Lessee may as hereinafter provided drill additional directionally deviated wells on each 3 acre drillsite, subject to the further provisions hereof. The well bore at the surface of each directionally deviated well shall at the surface be located within the 3.0 acre well drillsites, which well bores may be used to develop and produce oil, gas and other hydrocarbons underlying lands other than the leased premises, or lands pooled therewith, which lie adjacent to or near the leased premises (hereinafter referred to as off-lease wells). Lessee shall, within thirty (30) days from the date of first production from each off-lease well, convey to Lessor herein a perpetual, cost-free (except only its portion of production taxes) overriding royalty of one percent (1 %) of gross production obtained from each such well payable to Lessor (which overriding royalty shall be carved out of the leasehold estate by virtue of which such production is obtained), same to be effective from first production from the well to which such overriding royalty pertains. In addition, Lessee agrees to pay Lessor additional damages in the amount of \$5,000.00 for each off-lease well drilled by Lessee."

WHEREAS, it is the desire of the parties herein to amend the unrecorded Surface Use and Damage Agreement, as referenced above, by amending Paragraph 17 of the Agreement, which reads as follows, to-wit:

"Off-Site Royalty - As provided for in Paragraph 31 of the Lease, it is further agreed that within 30 days from the date of first production from each well bore drilled on the well site used to develop lands that do not include any of the Lands currently owned by Owner ("off-lease well"), Operator shall convey to Owner a perpetual overriding royalty of 1.00% of gross production obtained from each such off-lease well and Lessee also agrees to pay Lessor additional damages in the amount of \$5,000.00 for each off-lease well drilled by Lessee. Said overriding royalty and damages shall be reduced in proportion as to actual ownership covered by the Lease."

WHEREAS, it is the desire of the parties herein to amend Paragraph 17 to read as follows, to-wit:

"Off-Site Royalty - As provided for in Paragraph 31 of the Lease, it is further agreed that within 30 days from the date of first production from each well bore drilled on the well site used to develop lands that do not include any of the Lands currently owned by Owner ("off-lease well"), Operator shall convey to Owner a perpetual overriding royalty of 1.00% of gross production obtained from each such off-lease well and Lessee also agrees to pay Lessor additional damages in the amount of \$5,000.00 for each off-lease well drilled by Lessee."

NOW THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend Paragraph 31 of the above referenced Oil, Gas and Mineral Lease, as amended, and amend Paragraph 17 of the unrecorded Surface Use and Damage Agreement as referenced above.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm the Oil, Gas and Mineral Lease, as amended, and the unrecorded Surface Use and Damage Agreement and all of their provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Oil, Gas and Mineral Lease, as amended, and the unrecorded Surface Use and Damage Agreement, as amended, and the undersigned hereby declare that the Oil, Gas and Mineral Lease, as amended, and the unrecorded Surface Use and Damage Agreement, as amended, and all of their provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease, as amended, and the unrecorded Surface Use and Damage Agreement, as amended, and these agreements shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

The undersigned hereby, severally, warrants and agrees to defend the title to the lands herein described unto said XTO Energy Inc., its successors and assigns.

This agreement shall extend to and be binding upon the successors, heirs, executors, administrators, personal representatives and assigns of each of the undersigned.

Dated on the acknowledgment dates of each of the undersigned.

LESSOR:

Mildred M. Crow
Mildred M. Crow

LESSEE:

XTO Energy Inc.

By: Edwin S. Ryan, Jr.
Edwin S. Ryan, Jr.
Sr. Vice President - Land Administration

BA

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 5th day of May, 2009, by
Mildred M. Crow

Sharon J. Cumins

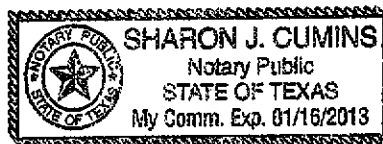
Notary Public in and for the
State of Texas

My commission expires:

1/16/2013

Sharon J. Cumins

Printed Name of Notary Public



THE STATE OF TEXAS }
 }
COUNTY OF TARRANT }

This instrument was acknowledged before me this 14th day of May, 2009, by
Edwin S. Ryan, Jr., Sr. Vice President - Land Administration of XTO Energy Inc., a Delaware
corporation, on behalf of said corporation.

Dorinda C West

Notary Public in and for the
State of Texas

My commission expires:

06-22-2011

DORINDA C WEST

Printed Name of Notary Public

